

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works		(2) MEETING DATE May 2, 2006		(3) CONTACT/PHONE Paavo Ogren – Deputy Director (805) 781-5252	
(4) SUBJECT Discussion of Resolution 2006-80 (adopted February 28, 2006) Regarding a Proposed Amendment to the 1959 Agreement Governing the Maintenance of the Arroyo Grande and Los Berros Creek Levees, and other actions within Flood Control Zones 1 & 1A					
(5) SUMMARY OF REQUEST Discussion of Resolution 2006-80 adopted February 28, 2006					
(6) RECOMMENDED ACTION Hold an additional discussion of Resolution 2006-80 adopted by your Board on February 28, 2006 regarding a proposed amendment to the 1959 agreement governing the maintenance of the Arroyo Grande and Los Berros Creek levees, and other actions within Flood Control Zones 1 & 1A.					
(7) FUNDING SOURCE(S) N/A		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): On April 6, 2006, the Public Works Department met with the Natural Resource Conservation Services and Coastal San Luis Resources Conservation District to initiate discussions on the potential amendment to the 1959 Agreement and the possibility of providing technical consultation on environmental issues.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input checked="" type="checkbox"/> 3rd, <input checked="" type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input checked="" type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input checked="" type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A Date February 28, 2006 Board Directs Discussion on May 2, 2006
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: center; margin-top: 20px;"> <i>OK Leslie Brown</i> </div>					

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(5.2.06)



SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Paavo Ogren, Deputy Director of Public Works *PO*

VIA: Noel King, Director of Public Works *NK*

DATE: May 2, 2006

SUBJECT: Discussion of Resolution 2006-80 (adopted February 28, 2006)
Regarding a Proposed Amendment to the 1959 Agreement Governing
the Maintenance of the Arroyo Grande and Los Berros Creek Levees,
and other actions within Flood Control Zones 1 & 1A

Recommendation

Hold an additional discussion of Resolution 2006-80 adopted by your Board on February 28, 2006 regarding a proposed amendment to the 1959 agreement governing the maintenance of the Arroyo Grande and Los Berros Creek levees, and other actions within Flood Control Zones 1 & 1A.

Discussion

On June February 28, 2006, your Honorable Board Adopted Resolution 2006-80 (attached). At the time this Resolution was adopted, your Board further directed that a discussion on this resolution come back to the Board on May 2, 2006.

Other Agency Involvement/Impact

On April 6, 2006, the Public Works Department met with the Natural Resources Conservation Services and Coastal San Luis Resource Conservation District to initiate discussions on the potential amendment to the 1959 Agreement and the possibility of providing technical consultation on environmental issues.

Financial Considerations

Flood Control Zone 1 & 1A is conducting a Prop 218 assessment election on June 6, 2006 with the results to be announced on June 13, 2006. If this election passes, \$350,000 in additional special assessment will be available each year for maintenance services to the Arroyo Grande and Los Berros Creek levees.

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Results

Today's discussion will result in an opportunity to obtain different points of views regarding the governance of the maintenance of the Levees, resulting in a more well-governed community.

Attachment: Resolution No. 2006-80

File: Districts/FC Zone 1 & 1/A

Reference: 06MAY02-BB-1

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RESOLUTION NO.

**Resolution of the Board of Supervisors of the San Luis Obispo County
Flood Control and Water Conservation District (Board)**

**Approval of Findings, Policies and Staff Direction on the Subject of Relinquishing the
Arroyo Grande and Los Berros Creek Levees to the California Department
of Water Resources including a Contract Amendment with The Natural Resources
Conservation Service and the Coastal San Luis Resource Conservation District**

The following Resolution is now offered and read:

WHEREAS, the following recitals are considered relating the subject of relinquishing the Arroyo Grande and Los Berros Creek Levees (Structures) to the California Department of Water Resources:

BACKGROUND

1. The Federal Government of the United States of America constructed the Arroyo Grande and Los Berros Creek levees (Structures) as a result of recommendations included in watershed work plans in 1955, 1956, and 1957.
2. The Board of Supervisors (Board) of the San Luis Obispo County Flood Control and Water Conservation District (District) formed Zones 1 and 1A for purposes including maintaining the Structures pursuant to an Agreement entitled "Watershed Protection Operations and Maintenance Agreement" dated May 15, 1959 (The 1959 Agreement) with the Federal Natural Resources Conservation Service (NRCS), which was formerly known as Soil Conservation Service of the United States Department of Agriculture and the Coastal San Luis Resource Conservation District (RCD), which was formerly known as Arroyo Grande Soil Conservation District.
3. In decades subsequent to the execution of The 1959 Agreement, changes in social values regarding conservation of wildlife and natural habitat that are inconsistent with previous concerns for "reclamation" for farming, resulted in new laws and regulations that impaired the intended benefits of The 1959 Agreement.
4. Said laws and regulations include, but are not necessarily limited to, those adopted by the Federal Government of the United States of America subsequent to the execution of The 1959 Agreement and which directly impair the District's ability to maintain the Structures, including "removal of silt and other debris and vegetation from the channel bottom" and "maintaining rock riprap to essentially originally constructed dimensions" which are needed, based on physical inspections, to maintain the capacity of the Structures as provided in The 1959 Agreement.
5. Said laws and regulations also include, but are not necessarily limited to, those adopted and/or enacted by the State of California subsequent to the execution of The 1959 Agreement and which directly impair the District's ability to levy local taxes to fund its maintenance obligation pursuant to the terms of The 1959 Agreement.
6. Said impairment was evidenced in March 2001 when the Structures failed and floodwaters created property damage.
7. On April 1, 2003 the Board adopted Resolution No. 2003-105 relinquishing the maintenance responsibility for the Structures to the California Department of Water Resources in response to the aforementioned and numerous other challenges resulting from laws and regulations adopted after The 1959 Agreement that have proven to significantly, and may someday completely, impair the District's ability to meet its contractual responsibilities as established in The 1959 Agreement.

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**SUMMER 2005
A REQUEST FOR TIME TO DEVELOP
A LOCAL SOLUTION**

8. The California Department of Water Resources (DWR) was preparing to initiate maintenance efforts for the Structures in July 2005 in accordance with Board Resolution No. 2003-105.
9. On June 14, 2005 your Board received a petition (Petition), which is fully incorporated into the Board's public record of your June 14th meeting and incorporated herein by reference as though fully set forth, signed by 756 individuals (Community Coalition) requesting a one year delay in the relinquishment of the District's Zone 1/1A maintenance responsibilities to DWR.
10. Representatives of the District's Zone 1/1A Advisory Committee, its Task Force, NRCS and the RCD have provided important resources in developing the Community Coalition and garnering support for a local solution (Local Solution) as an alternative to relinquishing the Structures to DWR.
11. The Board was compelled by the Petition and the testimonies of representatives of the Committee, its Task Force, the NRCS and RCD and other members of the public and property owners on June 14, 2005 and adopted Resolution No. 2005-183 on June 28, 2005 delaying the relinquishment to DWR until July 1, 2006.

THE LOCAL SOLUTION – WORK IN PROGRESS

12. Since June 14, 2005 several important efforts have been undertaken to develop a Local Solution which include but are not limited to the following:
 - a. Numerous meetings with the Zone 1/1A Advisory Committee, Task Force, RCD, NRCS, representatives of Federal and State legislators, and other affected public and property owners with vested interest in the functioning capabilities of the Structures.
 - b. Preparation of a "Arroyo Grande Creek Erosion, Sedimentation and Flooding Alternatives Study" by Swanson Hydrology and Geomorphology (Swanson Study) for the RCD.
 - c. Preparation of a draft assessment engineers report by Cannon Associates.
 - d. Other numerous actions of affected agencies, their elected officials, staff and other representatives.
13. The results of these important efforts include the development of a recommendation by the Zone 1/1A Advisory Committee to annex parcels of real property to Zone 1 of the District that better represents the area of special benefit resulting from maintenance of the Structures.
14. The results of the recent important efforts also include the development of a recommendation by the Zone 1/1A Advisory Committee to increase annual assessments in Zones 1 and 1A, after the annexation of proposed parcels, by a combined total of \$350,000 annually in fiscal year 2006-07, and which may annually increase thereafter by a rate not to exceed 3%.
15. Staff and representatives of the NRCS and RCD have expressed concurrence with the recommendations of the Zone 1/1A Advisory Committee.

FISCAL CONSIDERATIONS

16. Evaluation of the cost and benefits of alternative Local Solutions identified in the Swanson Study creates a common understanding by and between the Committee, the

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Task Force, the RCD, the NRCS and the District that the proposal to increase annual assessments on parcels within Zones 1 and 1A will be insufficient to meet the long-term requirements associated with the Structures.

17. Said evaluation and conclusions also create a common understanding between the Committee, the Task Force, the RCD, the NRCS and the District that other significant efforts will be needed beyond those that can be afforded by the existing and proposed revenues of Zones 1 and 1A and will therefore need to be pursued utilizing other means and resources.
18. Said other important means and resources should include: a) a Memorandum of Understanding (MOU) between the other affected agencies and responsible organizations, and other persons and/or property owners, to complete the development a long term viable Local Solution; and b) Federal and State Grants.
19. The District is willing to participate in the development of a MOU while recognizing that the District is still solely responsible to meet its obligation to maintain the structures in accordance with The 1959 Agreement.
20. All of the efforts identified in the Swanson Study that are needed to assure the long-term functioning capabilities of the Structures are beyond those that are the sole cost and responsibility of the property owners within Zone 1 and 1A and the District under The 1959 Agreement for reasons that include, but are not limited to, those articulated in this Resolution.

SEEKING ASSISTANCE

21. In addition to the District's responsibilities under The 1959 Agreement, the RCD and NRCS also have responsibilities expressed in The 1959 Agreement.
22. The responsibilities of the NRCS include but are not limited to those of the NRCS that require technical assistance in certain cases but only if NRCS has available resources.
23. If the District does not relinquish the Structures to DWR, environmental review will be required for a Local Solution to comply with Federal legislation passed after the execution of The 1959 Agreement.
24. Conclusions on said environmental review will only be known after the Board must decide on whether to relinquish the Structures to DWR.
25. The ability to fund the cost of federally required environmental review, from existing local taxation and property assessments collected from parcels within Zones 1 & 1A, is not foreseeable.
26. The funding of said costs from the proposed increase in property assessments will decrease the ability to utilize those assessments for other direct maintenance activities that do not require significant environmental review (and which would ideally be occurring concurrent with the more significant environmental review efforts).
27. It is reasonable to request the Federal Government of the United States of America, as allowable under the terms of The 1959 Agreement, to allocate and budget sufficient resources to provide for that level of technical consultation which will fully and completely prepare reports and other documents, and which will lead, coordinate and support meetings, forums and public communication to meet all environmental requirements resulting from said passage of federal laws and regulations and which are needed for a Local Solution.
28. The importance of compliance with such legislation adopted by Congress of the United States of America is without question

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29. In addition, the need for federal and state grant revenues exists to mitigate the impact that legislation has had on the functioning capabilities of the Structures and the need to make improvements to the Structures to restore its flow capabilities to that which is more consistent with its original design plus, ideally, other needed improvements, all of which are outside the responsibilities of the District pursuant to The 1959 Agreement and the obligation of Zone 1/1A property owners to fund.

**AMENDING THE 1959 AGREEMENT TO ALIGN
WITH CURRENT LAWS AND REGULATIONS**

30. It is also important that the terms and conditions of The 1959 Agreement be amended for consistency with existing laws and regulations.

31. The original 1959 Agreement is attached as Exhibit "A" together with a "marked up" version of those terms of The 1959 Agreement that require amendment to be consistent with existing laws and regulations.

32. A proposed amendment to The 1959 Agreement for your Board to approve has been prepared and attached hereto as Exhibit "B" to create consistency between current federal and state laws and regulations with The 1959 Agreement.

33. Said proposed amendment will improve the long term viability of a Local Solution because current federal laws and regulations substantially and nearly completely determine the manner in which the Structures may be maintained. The language in The 1959 Agreement requiring approval of some of the District's maintenance activities by NRCS and RCD has been, in substance, superseded by the United States Congress.

34. The affects of United States Congressional action that impair the District's ability to comply with The 1959 Agreement should not create a risk to the services and funding of those local taxpayers outside of the boundaries of Zone 1 & 1A.

35. The need also exists for consistency between The 1959 Agreement and laws and regulations of the State of California.

36. The California State Constitution, Article XIII(D) established the right for property owners within Zones 1 & 1A to vote on whether to authorize the District Board to increase property assessments recommended to pay the costs of the Structures' maintenance.

37. Said property owner right to vote on property assessments concurrently establishes the right to determine the level of service that property owners' desire pertaining to the maintenance of the Structures.

38. The 1959 Agreement should also be consistent with that property owner right to determine levels of service, as established in the Constitution of the State of California.

39. The proposed amendments to The 1959 Agreement provides greater consistency with the California Constitution because the amendments support the Zone 1 & 1A property owners' right to determine the levels of service that provide the special benefits to them as a result of maintaining the Structures, while complying with environmental and other laws and regulations.

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APPRECIATION FOR NRCS/RCD

40. The contract amendments are meant in no way to diminish the invaluable service and efforts of staff and other representatives of the NRCS and RCD.
41. The commitment of the staff and representatives of NRCS and RCD shall continue to be important in determining the details of a Local Solution, as reflected in the attached amendments to The 1959 Agreement.
42. Said contract amendments have therefore been developed to align The 1959 Agreement with existing federal and state laws and regulations while recognizing the important, valuable and dedicated service of the staff and representatives of the NRCS and the RCD and the hopes for a long-lasting and mutually beneficial relationship with the District, or any successor agency to Zones 1 & 1A, if any is established in the future.
43. While NRCS and RCD consider whether to approve said proposed contract amendments to The 1959 Agreement, it is the District's hope that the NRCS and RCD consider the following:
 - a. Changes in laws and regulations as well as changes in the Constitution of the State of California since the execution of The 1959 Agreement.
 - b. Their support that the District not relinquish the Structures to DWR in favor of a Local Solution while recognizing that said Local Solution is not fully known at this time, nor will it be fully known before July 1, 2006
 - c. That the adverse exposure to liability or to other diminished services to taxpayers outside of the boundaries of Zone 1 and 1A was never an intent of The 1959 Agreement.
44. It is the sincerest intent of the Board that the District will continue to work cooperatively with the NRCS and RCD staff and representatives, the Zone 1 & 1A Advisory Committee, its Task Force, the Community Coalition, and other members of the public and property owners in seeking a long term viable Local Solution.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the San Luis Obispo County Flood Control and Water Conservation District that:

1. The foregoing recitals are true, correct and valid findings of both law as well as with respect to federal, state and local public policy.
2. That Exhibit "B", the attached contract amendment to The 1959 Agreement with the NRCS and RCD, is hereby approved, and that the Chairman of the Board is directed to execute and cause said amendment to be delivered to NRCS and RCD.
3. That the Director of Public Works is directed to request technical assistance from NRCS consistent with this Resolution.
4. That the Director of Public Works is authorized to apply for federal and state grants for the Structures.
5. The direction of the Board established on June 14, 2005 and June 28, 2005 continues.

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EXHIBIT A

WATERSHED PROTECTION
OPERATION AND MAINTENANCE AGREEMENT
FOR
ARROYO GRANDE CREEK CHANNEL AND LOS BERROS CREEK DIVERSION IMPROVEMENTS
(ARROYO GRANDE CREEK WATERSHED)

THIS AGREEMENT, made and entered into this 15th day of May, 1959 by and between the Soil Conservation Service, hereinafter referred to as the "Service", the ARROYO GRANDE SOIL CONSERVATION DISTRICT and the SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (Zone 1), hereinafter referred to as the "Sponsoring Local Organizations", relates to the operation and maintenance of the following described works of improvement:

The Arroyo Grande Channel and appurtenances from the Pacific Ocean upstream for a distance of 2.84 miles, and the Los Berros Creek Diversion and appurtenances along an easterly line, for a distance of 0.59 miles, from the Arroyo Grande Creek Channel to a point where the existing Los Berros Creek Channel emerges from the hills, as described in the "Watershed Work Plan ARROYO GRANDE CREEK", San Luis Obispo County, California.

This Agreement cancels and supersedes OPERATION AND MAINTENANCE AGREEMENT NO. 12-10-040-84 executed by and between the parties hereto on the 15th day of March, 1957.

The estimated annual cost for operating and maintaining the works of improvement herein described is \$5,051.00, based on present construction costs.

1. OPERATION AND MAINTENANCE

The parties hereto agree as follows to the operation and maintenance of the above described works of improvement:

A. The Service will:

1. Provide, through the Sponsoring Local Organizations, such technical services as are available for assistance in the proper operation of the works of improvement by:
 - (a) Furnishing technical assistance to aid in making onsite inspections of the above-described works of improvement.
 - (b) Furnishing technical consultation necessary for the operation and maintenance program.
2. Inspect the described works of improvement at least annually.

3. After consultation with Sponsoring Local Organizations and mutual agreement by all parties hereto, prepare a report of inspection findings, recommending maintenance work needed, and indicating when such work should be completed. A copy of the report will be furnished to each of the Sponsoring Local Organizations.
- B. The Sponsoring Local Organization (San Luis Obispo County Flood Control and Water Conservation District, Zone 1) will:
1. Be responsible for operation and maintenance simultaneously with acceptance of the work from the contractors.
 2. Take all necessary steps to insure that the structures are permitted to function in the manner for which they were designed.
 3. Make an annual on-the-site inspection during the months of July or August or more frequently as may be required, and will determine action necessary to maintain the channel to its constructed capacity. This maintenance may include removal of silt and other debris and vegetation from the channel bottom, trimming or replacing protective vegetation on the channel banks, maintaining dike height and width, control of rodents along the dikes, and the maintaining rock riprap to essentially originally constructed dimensions.

Equipment and materials normally required for the operation and maintenance are:

Tractor, and carryall, power shovel and dump trucks; rock for replenishing riprap, planting materials and fertilizers.

Operation and maintenance work will be accomplished by contract and/or by force account.

Operation and maintenance funds will be provided from local taxation.

4. Perform all maintenance needs as mutually agreed to by the parties hereto within the time limits specified and in such manner as not to damage the structures in any way. Maintenance may include, but not be limited to, the following:
 - (a) Remove and burn debris.
 - (b) Refill, smooth and vegetate rilling on embankments, spillways and drainage ways.
 - (c) Realign disposal channel where needed.
 - (d) Repair damaged riprap or other works.

(e) ^(2.) Repair fences and gates where needed.

(f) Complete other maintenance work as may be mutually agreed to in the inspection reports.

5. Prepare a report for each inspection performed and furnish one copy to the Service. Maintain a record of all maintenance work performed and make such records available for review by the Service.

C. The Sponsoring Local Organization (Arroyo Grande Soil Conservation District) will:

1. Coordinate inspections to be made by the San Luis Obispo County Flood Control and Water Conservation District (Zone 1) and the Service, and will participate in these inspections.

II. IT IS MUTUALLY AGREED THAT:

A. Government representatives shall have the right of free access to inspect the Works of Improvement at any time.

B. Whenever possible the parties to this agreement will make their annual inspections jointly in accordance with paragraph B 3 above. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

C. The Sponsoring Local Organizations will secure prior Service approval of any agreements that may be entered into with other parties for any operation or maintenance of these Works of Improvement and furnish the Service with copies of such agreements. The Sponsoring Local Organization will also notify in writing the party assuming operation or maintenance responsibilities under the agreement and provide the Service with three copies of such notification.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

ARROYO GRANDE SOIL CONSERVATION DISTRICT
(Sponsoring Local Organization)

By/s/ EDWIN M. TAYLOR

Title President, Board of Directors

Date April 21, 1959

This action was authorized at an official meeting of Arroyo Grande Soil Conservation District on the 21st day of April, 1959, at Arroyo Grande, State of California

Attest: /s/ KEITH A. RAPP

Title Secretary

Approved as to Form

SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT (Zone I)
(Sponsoring Local Organization)

/s/ PAUL W. DAVIS

District Attorney
County of San Luis Obispo,
California

By /s/ M. ROLAND GATES

Title Chairman, Board of Supervisors

Date April 27, 1959

Dated: April 23, 1959

This action was authorized at an official meeting of San Luis Obispo County Flood Control and Water Conservation District (Zone I) on 27th day of April, 1959, at San Luis Obispo, State of California.

Attest: /s/ A. E. MALLAGH

County Clerk and Ex-Officio
Clerk Board of Supervisors
County of San Luis Obispo,

Title State of California

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By _____

Title State Conservationist

Date May 15, 1959

2006 Amendment to
Watershed Protection Operation and Maintenance Agreement (Agreement)
for
Arroyo Grande Creek Channel and Los Berros Creek Diversion Improvements
(Arroyo Grande Creek Watershed)

This amendment to the Agreement, originally dated the 15th day of May, 1959, is by and between the Natural Resources Conservation Service, known formerly as the Soil Conservation Service in the Agreement and still referred to as "Service", the Coastal San Luis Resource Conservation District, known formerly as the Arroyo Grande Soil Conservation District, and the San Luis Obispo County Flood Control and Water Conservation District (Zones 1 and 1A).

This amendment replaces the following terms of the Agreement in their entirety.

- I. B. 3. Make an annual on-the-site inspection during the months of July or August or more frequently as may be required, and will determine action necessary to maintain the channel to its constructed capacity. This maintenance may include removal of silt and other debris and vegetation from the channel bottom, trimming or replacing protective vegetation on the channel banks, maintaining dike height and width, control of rodents along the dikes, and the maintaining rock riprap to essentially originally constructed dimensions.

Equipment and materials normally required for the operation and maintenance are:

Tractor, and carryall, power shovel and dump trucks; rock for replenishing riprap, planting materials and fertilizers.

Operation and maintenance work will be accomplished by contract and/or by force account.

~~Operation and maintenance funds will be provided from local taxation:~~
The cost of administering this Agreement and performance of all work hereunder shall be funded solely from property taxes allocated to Zones 1 and 1A of the District together with assessments and special taxes authorized for said zones.

- I. B. 4. Perform all maintenance needs ~~as mutually agreed to by the parties hereto within the time limits specified and in such manner as not to damage the structures in any way~~ in a manner consistent with any state and federal permits. Maintenance may include, but not be limited to, the following:
- (a) Remove and burn debris.
 - (b) Refill, smooth and vegetate rilling on embankments, spillways and drainage ways.
 - (c) Realign disposal channel where needed.
 - (d) Repair damaged riprap or other works.
 - (e) Repair fences and gates where needed.
 - (f) Complete other maintenance work as may be mutually agreed to in the inspection reports.
- II. C. The Sponsoring Local Organizations will ~~secure prior~~ make reasonable efforts to meet and confer with the Service approval of ~~on~~ any agreements that may be entered into by the District with other parties for any operation or maintenance of these Works of Improvement and furnish the Service with copies of such agreements. The Sponsoring Local Organization will also notify in writing the party assuming operation or maintenance responsibilities under the agreement and provide the Service with three copies of such notification.

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EXHIBIT B
2006 Amendment to
Watershed Protection Operation and Maintenance Agreement (Agreement)
for
Arroyo Grande Creek Channel and Los Berros Creek Diversion Improvements
(Arroyo Grande Creek Watershed)

This amendment to the Agreement, originally dated the 15th day of May, 1959, is by and between the Natural Resources Conservation Service, known formerly as the Soil Conservation Service in the Agreement and still referred to as "Service", the Coastal San Luis Resource Conservation District, known formerly as the Arroyo Grande Soil Conservation District, and the San Luis Obispo County Flood Control and Water Conservation District (Zones 1 and 1A).

This amendment replaces the following terms of the Agreement in their entirety.

- I. B. 3. Make an annual on-the-site inspection during the months of July or August or more frequently as may be required, and will determine action necessary to maintain the channel to its constructed capacity. This maintenance may include removal of silt and other debris and vegetation from the channel bottom, trimming or replacing protective vegetation on the channel banks, maintaining dike height and width, control of rodents along the dikes, and the maintaining rock riprap to essentially originally constructed dimensions.

Equipment and materials normally required for the operation and maintenance are:

Tractor, and carryall, power shovel and dump trucks; rock for replenishing riprap, planting materials and fertilizers.

Operation and maintenance work will be accomplished by contract and/or by force account.

The cost of administering this Agreement and performance of all work hereunder shall be funded solely from property taxes allocated to Zones 1 and 1A of the District together with assessments and special taxes authorized for said zones.

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EXHIBIT B

- I. B. 4. Perform all maintenance needs in a manner consistent with any state and federal permits. Maintenance may include, but not be limited to, the following:
- (a) Remove and burn debris.
 - (b) Refill, smooth and vegetate rilling on embankments, spillways and drainage ways.
 - (c) Realign disposal channel where needed.
 - (d) Repair damaged riprap or other works.
 - (e) Repair fences and gates where needed.
 - (f) Complete other maintenance work as may be mutually agreed to in the inspection reports.
- II. C. The Sponsoring Local Organizations will make reasonable efforts to meet and confer with the Service on any agreements that may be entered into by the District with other parties for any operation or maintenance of these Works of Improvement and furnish the Service with copies of such agreements. The Sponsoring Local Organization will also notify in writing the party assuming operation or maintenance responsibilities under the agreement and provide the Service with three copies of such notification.

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EXHIBIT B

IN WITNESS THEREOF, the parties hereto have executed this Amendment, and this Amendment shall become effective on the date executed by all parties.

SAN LUIS OBISPO COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT (ZONES 1&1A)

Date: February 28, 2006

By: K.H. ACHADJIAN
Chairperson of the Board of Supervisors
of the San Luis Obispo County Flood Control
and Water Conservation District,
State of California

ATTEST:

JULIE L. RODEWALD

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, San Luis Obispo County
Flood Control and Water Conservation District,
State of California

By: **C.M. CHRISTENSEN**
Deputy Clerk

Date: _____, 20__

NATURAL RESOURCES CONSERVATION
SERVICE

Date: _____, 20__

By: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel

ATTEST:

By: [Signature]
Deputy County Counsel

By: _____

Title: _____

Date: 2/16/06

COASTAL SAN LUIS RESOURCE
CONSERVATION DISTRICT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

